pounds, current money, and thereupon he brings suit &c

Robert Goldsborough junr.

The writing obligatory whereof mention is made in the Declaration afs.d ensues in the words following, to wit; State of Maryland &c.

Know all Men by these presents, that I James Lloyd of Talbot County Gentleman, am held and firmly bound unto John Thomas Boucher of Prince Georges County in the full and just sum of five thousand pounds, current money, to be paid to the said John Thomas Boucher his certain Attorney, Executors, Administrators or Assigns; To the which payment well and truly to be made and done, I do hereby bind myself, my Heirs, Executors and Administrators firmly by these presents, sealed with my seal and dated this twelfth day of May seventeen hundred and seventy eight — Whereas a certain dispute and controversy is now subsisting between the said James Lloyd and the said John Thomas Boucher, who married one of the Sisters and legal Representatives of Thomas Martin late of Talbot County Merchant deceased of and concerning a certain share and proportion claimed by the said Thomas Martin in his life time in a certain Schooner called the Eagle, lately built by the said James Lloyd, and by him in part assigned conveyd and transferred to divers persons, and of and concerning the profits and loading arising from the said Schooner since the building thereof: Now the condition of the above Obligation is such, that if the above bound James Lloyd do and shall well and truly obey, perform and keep the Arbitriment, Award, final end and determination of William Hayward, Howes Goldsborough and Charles Brookshanks of Talbot County Gentlemen Arbitrators, indifferently named and elected, as well on the part of the said James Lloyd as the said John Thomas Boucher to arbitrate, award and determine of and upon the premises, or in case any of the said Arbitrators shall refuse to Act as such in the premises, if then and in such case, the said James Lloyd do and shall in all things touching the premises well and truly obey, perform and keep the Arbitriment, Award final end and determination of such other person or persons as may be named in their room by any of the parties afs.d whose Arbitrator refuses to act so as the Award of them or any two of them be made in writing, and be delivered to the parties in difference, on or before the twenty sixth day of this Instant may, then this Obligation to be void or else to be and remain in full force and virtue — Signed, sealed and delivered in presence of

John Brooce Rich.d Martin James Lloyd

A copy of which said Declaration and Bond was made and sent with the writ in this plea afs.d: At which day, to wit, the second Tuesday in April seventeen hundred and seventy nine, here came the afs.d John Thomas Boucher by Robert Goldsborough Junior his Attorney, and William Dawson Esquire Sheriff of the County afs.d to the Court here made return that he had taken the body of the said James Lloyd, and the same had ready according to the exigence of the said writ; And the afs.d James Lloyd by Robert Goldsborough his Attorney also came here into Court, and defended the wrong and injury when &c and praied leave to imparl therein until the second Tuesday in September then next following, and it was granted unto him; the same day was given to the afs.d John Thomas Boucher there and so forth. At which day, to wit, the second Tuesday in September, came again the parties afs.d by their Attorneys afs.d; and thereupon the afs.d John Thomas Boucher by his Attorney afs.d praied that the afs.d James Lloyd to his Declaration afs.d might answer; whereupon it was ruled by the Court here at the prayer of the said John Thomas Boucher, that the said James Lloyd should answer to the Declaration of the said John Thomas Boucher by the second Tuesday in April then next following; and it was said unto the said James Lloyd, that if he should not answer to the Declaration afs.d by the time afs.d Judgment should be rendered against him by default; the same day was given to the said John Thomas Boucher there and so forth — At which day, to wit, the second Tuesday in April, seventeen hundred and eighty, came again the parties afs.d by their Attorneys afs.d; and thereupon at the prayer of the afs.d John Thomas Boucher it was again ruled by the Court, that the said James Lloyd should answer to the Declaration of the said John Thomas Boucher by the second Tuesday in September then next following; and it was said unto the said James Lloyd, that if he should not answer the Declaration afs.d, by the time afs.d Judgment should be rendered against him by default; the same day was given to the afs.d John Thomas Boucher there and so forth — At which day, to wit, the second Tuesday in September came again the parties afs.d, by their Attorneys afs.d; and thereupon at the prayer of the afs.d John Thomas Boucher it was ruled as afs.d, that the afs.d James Lloyd should answer the Declaration afs.d by the second Tuesday in April then next following; the same day was given to the afs.d John Thomas Boucher there and so forth — At which day, to wit, the second Tuesday in April, seventeen hundred and eighty one, came again the parties afs.d by their Attorneys afs.d; and the afs.d James Lloyd by his Attorney afs.d defended the force and injury when and so forth, and praied oyer of the writing obligatory afs.d and it was read to him in the words following, to wit; State of Maryland &c. Know all Men by these presents that I James Lloyd of Talbot County